

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

LINKSMART WIRELESS TECHNOLOGY,  
LLC,

Plaintiff,

v.

T-MOBILE USA, INC., et al.

Defendants.

AND RELATED COUNTERCLAIMS.

**Case No. 2:08-cv-00264-DF-CE**

**Case No. 2:08-cv-00304-DF-CE**

**Case No. 2:08-cv-00385-DF-CE**

**Case No. 2:09-cv-00026-DF-CE**

**CONSOLIDATED**

**STIPULATION REGARDING DISMISSAL AND REILING IN THE CENTRAL  
DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

Plaintiff Linksmart Wireless Technology, LLC (“Linksmart”) and Defendants Cisco Systems, Inc., T-Mobile USA Inc., LodgeNet Interactive Corp., Marriott International, Inc., InterContinental Hotels Resource Group, Inc., Six Continents Hotels, Inc., iBahn General Holdings Corp., Ethostream, LLC, Ramada World Wide, Best Western International Inc., and Choice Hotels International (collectively, “Defendants”), by and through counsel, hereby stipulate to the following:

1. This stipulation is entered into by way of compromise to address Defendants' intention to file a motion to transfer the case to California.

2. The parties jointly stipulate to dismiss without prejudice the instant action pursuant to Fed. R. Civ. P. 41(a)(2).

3. Linksmart will re-file its action against Defendants in the United States District Court for the Central District of California, Southern Division, and do so by April 6, 2012. The re-filed pleading shall not contain any grounds or causes of action, against any Defendant, that are new or additional to those of the pleading against that Defendant now pending in this Court. Linksmart reserves the right to argue, in the action to be filed in the

Central District of California, Southern Division, that it may assert new and/or amended claims from the reexamined '118 patent. Defendants reserve the right to oppose any such argument. For the sake of clarity, this paragraph is not intended to resolve any such dispute.

4. The parties' agreement to dismiss the instant action without prejudice shall not count as a dismissal pursuant to the second sentence of Fed. R. Civ. P. 41(a)(1)(B) and may in no circumstances be construed as an adjudication on the merits in the action to be filed in accordance with paragraph 3.

5. The Defendants agree to answer the complaint, and will not move pursuant to Fed. R. Civ. P. 12, in the action to be filed in accordance with paragraph 3.

6. Pursuant to 35 U.S.C. § 299(c), Defendants hereby waive the joinder limitations of 35 U.S.C. § 299(a)-(b) as a defense to joinder in the action filed in accordance with paragraph 3. Defendants retain all rights apart from 35 U.S.C. § 299 to seek severance, to seek separate trials, or to argue improper joinder on any basis existing in the cases now pending in this Court.

7. Defendants authorize their respective counsel of record in the instant case to accept service of the action to be filed in accordance with paragraph 3 and counsel have so agreed to accept service on behalf of their client(s). Linksmart may effect service upon the Defendants by delivering an OCR'ed copy of the summons and the complaint via electronic mail to their respective counsel of record in the instant case. Within 5 business days of being provided with the form, counsel for each of the Defendants agrees to sign and return to Linksmart a copy of the signed Notice of Lawsuit and Request for Waiver of Service of Summons (form CV-39).

8. With respect to damages, the parties agree to treat the action to be filed in accordance with paragraph 3 as if it had been filed on the date of the original complaint filed against each respective Defendant in this action. The intent of the parties is that this Stipulation regarding dismissal shall not, in the action to be filed in accordance with paragraph 3, give rise to any statute of limitations defense not already available to

Defendants in the instant action. Defendants retain all other damages defenses, including the defenses that each Defendant had as of the date of the filing of the original complaint against each respective Defendant. Defendants also retain all defenses due to intervening rights arising from any concluded, pending or future reexamination of the '118 patent.

9. The parties agree that the written discovery limitations agreed to in the instant action (D.I. 212) shall be used in the action to be filed in accordance with paragraph 3.

10. The parties agree that all discovery, including deposition testimony, document production and interrogatory responses, served in the instant action may be reused in an action filed in accordance with paragraph 3, subject to any evidentiary or other objections.

11. The total hours of depositions taken in the instant action will be taken into account when determining the number of deposition hours permitted in the action to be filed in accordance with paragraph 3. For the sake of clarity, this paragraph does not resolve any disputes regarding additional deposition time, including additional deposition time with inventors of the '118 patent.

12. Any issue not expressly addressed in this Stipulation shall be addressed by the Parties in the action to be filed in accordance with paragraph 3.

13. Any complaint filed by Linksmart against any of the currently named defendants (a) after April 6, 2012, or (b) which contains allegations that are new or additional to those contained in the original filing in the instant actions against such defendant(s), is specifically exempt from, and shall not be subject to, the terms of this Stipulation with respect to that defendant(s).

14. Each Defendant, and any entities under the Defendant's control, agrees (a) not to file a declaratory judgment action against Linksmart regarding the '118 patent or the reexamined '118 patent prior to April 7, 2012; and (b) after April 7, 2012, not to file a declaratory judgment action against Linksmart regarding issues asserted against that Defendant in the action filed in accordance with paragraph 3 except if filed as counterclaims

in that same action. This paragraph does not apply to entities outside of Defendants' control, including vendors, customers, franchisees and member hotels.

Dated: April 3, 2012

Respectfully submitted,

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